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Attorney Docket No. 6300.0479

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies):

GeoCities

- Individual(s)
- General Partnership
- Corporation - California
- Association
- Limited Partnership

Other: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: \_\_\_\_\_

Execution Date: July 30, 1998

2. Name(s) and address(es) of receiving party(ies):

Name: GeoCities, Inc.

Address: 1918 Main Street

Santa Monica, CA 90405

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christie Baty Heinze

Address: Finnegan, Henderson, Farabow,

Garrett & Dunner, L.L.P.

1300 I Street, N.W.

Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

06-0916

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christie Baty Heinze  
Name of Person Signing

Christie Baty Heinze  
Signature

July 5, 2000  
Date

Total number of pages including cover sheet, attachments, and document: 8

07/31/2000 NTHA11 00000175 75576277

01 FC:481  
02 FC:482

40.00 DP  
225.00 DP

# GeoCities (California Corp.)

## Trademark/Service Mark Applications and Registrations in USA

### Schedule A

<i>Mark</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
PIPELINE	75/576,237	10/27/1998		
GEOPLUS	75/244,225	02/19/1997	2,310,181	01/25/2000
GEOREWARDS	75/244,226	02/19/1997	2,289,762	11/02/1999
GEOSHOPS	75/440,219	02/25/1998	2,294,061	11/23/1999
YOUR HOME ON THE WEB	75/453,204	03/19/1998	2,348,061	05/09/2000
GEOTICKETS	75/244,227	02/19/1997	2,219,961	01/26/1999
GGEOWORLD	75/244,221	02/19/1997	2,156,507	05/12/1998
GEOCITIES	75/034,378	12/19/1995	2,124,762	12/30/1997
GGEOSTORE	75/244,236	02/19/1997	2,247,000	05/25/1999
GGEOPOINTS	75/244,220	02/19/1997	2,222,193	02/09/1999

**AGREEMENT AND PLAN OF MERGER  
OF GEOCITIES, INC.  
A DELAWARE CORPORATION,  
AND  
GEOCITIES,  
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of July 30, 1998, (the "Agreement") is entered into by and between GeoCities, Inc. a Delaware corporation ("GC-Delaware"), and GeoCities, a California corporation ("GC-California"). GC-Delaware and GC-California are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. GC-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital stock of 1,000 shares of Common Stock, par value \$0.001 per share ("GC-Delaware Common Stock"). As of June 15, 1998, 100 shares of GC-Delaware Common Stock were issued and outstanding, all of which were held by GC-California.

B. GC-California is a corporation duly organized and existing under the laws of the State of California and has authorized capital stock of 86,526,406 shares; 60,000,000 of which are designated "Common Stock," par value \$0.0025 per share ("GC-California Common Stock"); 3,108,000 of which are designated "Series A Preferred Stock," par value \$0.0025 per share; 2,900,000 of which are designated "Series B Preferred Stock," par value \$0.0025 per share; 1,200,000 of which are designated "Series C Preferred Stock," par value \$0.0025 per share; 10,237,288 of which are designated "Series D Preferred Stock," par value \$0.0025 per share; 5,714,284 of which are designated "Series E Preferred Stock," par value \$0.0025 per share; and 3,366,834 of which are designated "Series F Preferred Stock," par value \$0.0025 per share (collectively, "GC-California Preferred Stock"). As of the date of this Agreement, 3,463,498 shares of GC-California Common Stock were issued and outstanding. As of the date of this Agreement, 3,108,000 shares of Series A Preferred Stock were issued and outstanding; 2,900,000 shares of Series B Preferred Stock were issued and outstanding; 1,200,000 shares of Series C Preferred Stock were issued and outstanding; 10,226,718 shares of Series D Preferred Stock were issued and outstanding; 2,242,834 shares of Series E Preferred Stock were issued and outstanding; and 2,552,576 shares of Series F Preferred Stock were issued and outstanding.

C. The Board of Directors of GC-California has determined that, for the purpose of effecting the reincorporation of GC-California in the State of Delaware, it is advisable and in the best interests of GC-California that GC-California merge with and into GC-Delaware upon the terms and conditions herein provided, with GC-Delaware as the surviving corporation.

D. The respective Boards of Directors of GC-Delaware and GC-California have approved this Agreement and the respective stockholder and shareholders of said companies have approved this Agreement.

E. The Surviving Corporation's total assets are not less than ten million dollars.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, GC-Delaware and GC-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**I. MERGER**

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, GC-California shall be merged with and into GC-Delaware (the "Merger"), the separate existence of GC-California shall cease and GC-Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "GeoCities".

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of GC-California and the stockholder of GC-Delaware in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law and California General Corporation Law shall have been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of GC-California shall cease and GC-Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and GC-California's Board of Directors, (iii) shall succeed, without other transfer or action on the part of any other party, to all of the assets, rights, powers and property of GC-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of GC-Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer or other action on the part of any other party, to all of the debts, liabilities and obligations of GC-California in the same manner as if GC-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Amended and Restated Certificate of Incorporation attached hereto as Exhibit A ("Certificate of Incorporation") shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of GC-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of GC-California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### III. MANNER OF CONVERSION OF STOCK

3.1 GC-California Common Stock. Upon the Effective Date of the Merger, each share of GC-California Common Stock, \$0.0025 par value, issued and outstanding immediately prior thereto, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of GC-Delaware Common Stock, par value \$0.0025 per share.

3.2 GC-California Preferred Stock. Upon the Effective Date of the Merger, each share of GC-California Series A, B, C, D, E, and F Preferred Stock, issued and outstanding immediately prior thereto, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of the corresponding Series A, B, C, D, E or F Preferred Stock, par value \$0.0025 per share, of the Surviving Corporation as the case may be (collectively, "GC-Delaware Preferred Stock").

#### 3.3 GC-California 1997 Stock Option Plan.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume all of the rights and obligations of GC-California under its 1997 Stock Option Plan (the "Plan"). Each outstanding and unexercised option to purchase GC-California Common Stock (an "Option") under the Plan shall become, subject to the provisions in paragraph 3.3(c) below, on the basis of one (1) share of the Surviving Corporation's Common Stock for each share of GC-California Common Stock issuable pursuant to any such Option, an option to purchase the Surviving Corporation's Common Stock on the same terms and conditions set forth in such option.

(b) One (1) share of the Surviving Corporation's Common Stock shall be reserved for issuance under the Plan for each share of GC-California Common Stock so reserved immediately prior to the Effective Date of the Merger.

(c) Following the Effective Date of the Merger, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

#### 3.4 GC-California Non-Plan Options.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume all of the rights and obligations of GC-California as to certain options to purchase GC-California Common Stock which were not issued pursuant to the Plan ("Non-Plan Options"). Each outstanding and unexercised Non-Plan Option shall become, on the basis of one (1) share of the Surviving Corporation's Common Stock for each share of GC-California Common Stock issuable pursuant to any such Non-Plan Option, an option to purchase the Surviving Corporation's Common Stock on the same terms and conditions set forth in such option.

(b) One (1) share of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of a Non-Plan Option for each share of GC-California Common Stock so reserved immediately prior to the Effective Date of the Merger.

### 3.5 GC-California Warrants.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume all rights and obligations of GC-California under the outstanding warrant of GC-California exercisable in whole or in part at any time on or before September 22, 2004 (the "Warrant"). The Warrant shall become, on the basis of one (1) share of the Surviving Corporation's Common Stock for each share of GC-California Common Stock issuable upon the exercise of such Warrant, a warrant to purchase the Surviving Corporation's Common Stock on the same terms and conditions set forth therein.

(b) One (1) share of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of the Warrant for each share of GC-California Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.6 GC-Delaware Common Stock. Each share of GC-Delaware Common Stock, par value \$0.001 per share, issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action by GC-Delaware, the holder of such shares or any other person, be cancelled and shall no longer be issued and outstanding, but shall continue to exist as part of the 60,000,000 shares of authorized Common Stock of the Surviving Corporation.

3.7 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of GC-California Common Stock or GC-California Preferred Stock will surrender the same for cancellation to the Surviving Corporation and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of GC-Delaware Common Stock and the corresponding series of GC-Delaware Preferred Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of GC-California Common Stock or GC-California Preferred Stock shall be deemed for all purposes to represent the number of shares of the GC-Delaware Common Stock or corresponding series of GC-Delaware Preferred Stock, respectively, into which such shares of GC-California Common Stock or GC-California Preferred Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of GC-Delaware Common Stock and corresponding series of GC-Delaware Preferred Stock represented by such outstanding certificate as provided above.

Each certificate representing GC-Delaware Common Stock or GC-Delaware Preferred Stock so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of GC-California Common Stock and GC-California Preferred Stock so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or such other additional legends as agreed upon by the holder and the Surviving Corporation.

## IV. GENERAL

4.1 Covenants of GC-Delaware. GC-Delaware covenants and agrees that it will, on, before or promptly following the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the States of California and New York.

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by GC-Delaware of all of the franchise tax liabilities of GC-California.

(c) Take such other actions as may be required by the California General Corporation Law to effect the Merger.

4.2 Further Assurances. From time to time, as and when required by GC-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of GC-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by GC-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of GC-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of GC-Delaware are fully authorized in the name and on behalf of GC-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either GC-California or of GC-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of GC-California or the stockholder of GC-Delaware.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware; provided, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of capital stock of any class or series thereof of such Constituent Corporation, (2) alter or change any material term of the Certificate of Incorporation of the Surviving Corporation, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 9 East Loockerman Street, Dover, Delaware 19901, the registered agent of the Surviving Corporation at such address is National Registered Agents, Inc.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal executive office of the Surviving Corporation at 1918 Main Street, Suite 300, Santa Monica, California 90405, or any subsequent location, and copies thereof will be furnished to any shareholder or stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.9 Approval of GC-California as Sole Stockholder of GC-Delaware. By its execution and delivery of this Agreement, GC-California, as sole stockholder of GC-Delaware, consents to, approves and adopts this Agreement and approves the Merger. GC-California agrees to execute such further instruments as may be necessary or desirable to evidence its approval and adoption of this Agreement and the Merger as the sole stockholder of GC-Delaware.

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of GeoCities, Inc., a Delaware corporation, and GeoCities, a California corporation, is hereby executed on behalf of each of such corporations and attested by their respective officers thereunto duly authorized.

GEOCITIES, INC.,  
a Delaware corporation

By:   
Stephen L. Hanson, Chief Executive Officer

ATTEST:   
Stephen L. Hanson, Chief Financial Officer

GEOCITIES,  
a California corporation

By:   
Thomas R. Evans, Chief Executive Officer

ATTEST:   
Stephen L. Hanson, Chief Financial Officer